

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No: 1:23-CR-156

IRFAN GILL,

Hon. Jane M. Beckering  
United States District Judge

Defendant.

**JOINT TRIAL STIPULATIONS**

**I. JOINT STIPULATIONS OF FACT**

1. The parties stipulate and agree that Defendant opened the following bank accounts on or about the following dates. The parties further stipulate and agree that Defendant controlled the bank accounts listed below at all times relevant to the Indictment.

	<b>Opening Date</b>	<b>Bank (Account Number)</b>	<b>Account Name</b>	<b>Signatory</b>
a.	1/19/2012	Flagstar Bank (xxxx6743)	Paragon Leather	Irfan Gill
b.	6/6/2014	Flagstar Bank (xxxx3349)	Irfan Gill d/b/a Paragon Auto Sales	Irfan Gill
c.	3/21/2016	Flagstar Bank (xxxx9416)	Irfan Gill/Taukir Gill	Irfan Gill Taukir Gill
d.	11/3/2016	Comerica Bank (xxxx7923)	Paragon Auto Sales	Irfan Gill
e.	9/20/2017	Comerica Bank (xxxx1433)	Paragon Leather, Inc.	Irfan Gill
f.	7/1/2018	Comerica Bank (xxxx8079)	Irfan Gill d/b/a Sky Satellite	Irfan Gill
g.	10/2/2018	Comerica Bank (xxxx8228)	Irfan Gill d/b/a Dish	Irfan Gill
h.	12/26/2018	Comerica Bank (xxxx7980)	Irfan Gill d/b/a D Network	Irfan Gill
i.	2/4/2019	Comerica Bank (xxxx8277)	Irfan Gill d/b/a D Tech	Irfan Gill

	<b>Opening Date</b>	<b>Bank (Account Number)</b>	<b>Account Name</b>	<b>Signatory</b>
j.	6/1/2019	Comerica Bank (xxxx8269)	Irfan Gill d/b/a Dish Upgrade	Irfan Gill
k.	6/4/2019	Flagstar Bank (xxxx0747)	Irfan Gill d/b/a D Tech	Irfan Gill
l.	6/4/2019	Flagstar Bank (xxxx9972)	Irfan Gill d/b/a Dish Upgrade	Irfan Gill
m.	6/4/2019	Flagstar Bank (xxxx9617)	Irfan Gill d/b/a D Network	Irfan Gill
n.	6/4/2019	Flagstar Bank (xxxx8940)	Irfan Gill d/b/a Paragon Auto Sales, LLC	Irfan Gill
o.	7/16/2019	Old National Bank (xxxx6447)	Irfan Gill d/b/a Dish Upgrade	Irfan Gill
p.	7/16/2019	Old National Bank (xxxx6458)	Irfan Gill d/b/a D Network	Irfan Gill
q.	7/16/2019	Old National Bank (xxxx6480)	Irfan Gill d/b/a Direct Network	Irfan Gill
r.	9/17/2019	First Source Bank (xxxx8538)	Irfan Gill d/b/a Direct Network	Irfan Gill
s.	9/18/2019	Mercantile Bank (xxxx5475)	Irfan Gill d/b/a D Network	Irfan Gill
t.	9/20/2019	Horizon Bank (xxxx2570)	Irfan Gill d/b/a Dish Upgrade	Irfan Gill
u.	12/17/2019	Mercantile Bank (xxxx0136)	Irfan Gill	Irfan Gill
v.	2/19/2020	Huntington Bank (xxxx2631)	Irfan Gill d/b/a Dish Upgrade	Irfan Gill
w.	3/17/2020	Huntington Bank (xxxx6807)	Paragon Auto Sales	Irfan Gill
x.	3/17/2020	Huntington Bank (xxxx5078)	Paragon Promotions USA	Irfan Gill
y.	3/17/2020	Huntington Bank (xxxx4656)	Irfan Gill	Irfan Gill
z.	5/9/2020	Huntington Bank (xxxx4593)	Paragons Promotion Inc.	Irfan Gill
aa.	9/23/2020	Mercantile Bank (xxxx7257)	Irfan Gill d/b/a D Tech	Irfan Gill
bb.	1/25/2021	Huntington Bank (xxxx9934)	Irfan Gill d/b/a D Network	Irfan Gill
cc.	6/23/2021	Mercantile Bank (xxxx3893)	Irfan Gill d/b/a Cable Upgrade	Irfan Gill
dd.	4/19/2022	Flagstar Bank (xxxx3042)	Irfan Gill POD	Irfan Gill
ee.	4/19/2022	Flagstar Bank (xxxx3034)	Irfan Gill POD	Irfan Gill

	Opening Date	Bank (Account Number)	Account Name	Signatory
ff.	6/23/2022	Flagstar Bank (xxxx4788)	Paragons Promotion, Inc.	Irfan Gill

2. The parties stipulate and agree that Defendant worked with call centers in Pakistan, including Orion IT Solutions in Lahore, Pakistan, that initiated and engaged in international telephone calls to individuals in the United States as part of a plan, program, promotion, or campaign conducted to induce the purchase of goods or services. By this stipulation, the parties do not agree on whether the goods or services were actually provided. Defendant does not stipulate that he knew that any of the calls placed by Orion IT Solutions were part of a fraudulent or illegal plan or scheme.

## **II. JOINT STIPULATIONS AND AGREEMENTS REGARDING THE ADMISSIBILITY OF BUSINESS RECORDS AT TRIAL**

3. The parties stipulate and agree that the following exhibits are authentic and constitute records of regularly conducted activity within the meaning of Federal Rules of Evidence 901 and 803(6). Additionally, the parties stipulate and agree to the admissibility of such records as duplicates under Federal Rule of Evidence 1003. As a result, the government will not be required to produce records custodians for the source documents at the time of trial to establish the foundation for the business records exception or otherwise authenticate the documents prior to their admission into evidence, nor will the government be required to produce original documents. This stipulation and agreement does not prohibit or limit Defendant from making other objections to the admission of such documents at the time of trial, including, but not limited to, relevancy objections under Federal Rule of Evidence 401 or unfair prejudice under Federal Rule of Evidence 403.

<b>Exhibit(s)</b>	<b>Description</b>
7–20	Comerica Bank Account Records
24–32	Old National Bank Account Records
35–40	Horizon Bank Account Records
42	Post Office Box Applications
44	First Source Bank Account Records
45–50	Flagstar Bank Account Records
51–56	Mercantile Bank Account Records
57–69	Huntington Bank Account Records
99–111	Irfan Gill Personal and Corporate Tax Returns
118	Paycheck Protection Program Documents – Dish Upgrade
122–23	Mercantile Bank Account Records
124–129	E.D., M.B., S.P., D.T., and B.G. Checks from Bank Accounts
132	Western Union Transactions
133	Remitly Transactions
134	Charter Communications Subscriber Records
144	Huntington Bank Account Records
157	Huntington Bank Account Record
160	Huntington Bank Account Record

4. The parties stipulate and agree that, based on the certification provided by the Michigan Unemployment Insurance Agency in accordance with Federal Rules of Evidence 902(11) and 902(13), the records contained Exhibit 112 constitute records of regularly conducted activity within the meaning of Federal Rule of Evidence 803(6). As a result, the government will not be required to produce a records custodian from the Michigan Unemployment Insurance Agency to establish the foundation for the records in Exhibit 112 or otherwise admit the records prior to their admission into evidence.

### **III. JOINT STIPULATION REGARDING EXHIBIT 111**

5. The parties stipulate and agree that the Michigan Department of Treasury certifications in Exhibit 111 comply with the requirements of Federal Rule of Evidence 902(1)(A) and constitute certifications of the absence of public records within the meaning of Federal Rule of Evidence 803(10). As a result, the government will not be required to produce a records

custodian from the Michigan Department of Treasury to establish the foundation for the certifications or otherwise admit the certifications prior to their admission into evidence.

#### **IV. JOINT STIPULATIONS REGARDING DIGITAL MEDIA EVIDENCE**

6. The parties stipulate and agree that the following exhibits are copies of files sourced from Defendant's computers (the "Computers") that were seized and imaged during the execution of federal search warrants on May 18, 2023 (collectively, the "Computer Exhibits"):

<b>Exhibit(s)</b>	<b>Description</b>
112	Paragon Leather Business Records
113	Paragon Auto Sales Business Records
114	Paragon Promotions Business Records
117	Credit Card Merchant Dispute Letters
130	Irfan Gill Computer Folder List and Content Examples
131	Irfan Gill Payment Calculation Spreadsheets
135–142	Irfan Gill Payment Calculation Spreadsheets Relating to M.H., K.N., H.F., and S.S.
147	Call Center Notes
149	Paragon Promotions Owner Draws
158	Metadata for Call Center Notes in Exhibit 147

7. The parties stipulate and agree to the foundation and to the authenticity of the Computer Exhibits within the meaning of Federal Rule of Evidence 901(a). As a result, the government will not be required to produce witnesses to testify to the Computers' chain of custody; *i.e.*, that the Computers remained in the same condition, without alteration, while in the witnesses' possession. Nor will the government be required to produce witnesses to testify about the fact, or the reliability of, the processes used to forensically image the Computers.

8. The parties further stipulate and agree that copies of files, data, and information from the Computers are admissible at trial to the same extent as original Computer evidence (including original hard drives and computer disks), including the Computer Exhibits identified above. In light of the foregoing stipulations, Defendant waives any and all objections, and will not object, to the admissibility of the Computer Exhibits on the grounds of foundation,

authentication, that the Computer Exhibits are not the original files, or any other objection under Articles IX and X of the Federal Rules of Evidence.

Dated: July 1, 2024

Respectfully submitted,

MARK A. TOTTEN  
United States Attorney

/s/ Adam Townshend  
ADAM TOWNSHEND  
STEPHEN BAKER  
Assistant U.S. Attorneys

*Counsel for the United States*

/s/ Scott Graham  
SCOTT GRAHAM  
Scott Graham PLLC

*Counsel for Irfan Gill*